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tions, etc., is demurrable for failing to show a complete, certain, and definite contract.

[Ed. Note.—For other cases, see Specific Performance, Dec. Dig. § 116¾.* 12 Va.-W. Va. Enc. Dig. 491.]

6. Specific Performance (§ 28*)—Contracts Enforceable—"Completeness"—"Certainty."—The element of "completeness" of a contract, requisite to its specific performance, denotes that the contract embraces all the material terms, while the element of "certainty," also a requisite, denotes that each of the terms is expressed in a sufficiently exact and definite manner; and an incomplete contract, which equity will not enforce, is one from which one or more material terms have been omitted; and an uncertain contract, likewise unenforceable, is one wherein one or more of the material terms is expressed in such indefinite language that the intent of the parties cannot be ascertained, to enable equity to carry the same into effect.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 61-68; Dec. Dig. § 28.* 12 Va.-W. Va. Enc. Dig. 489.

For other definitions, see Words and Phrases, vol. 2, pp. 1028, 1366-1368.]

Appeal from Circuit Court of City of Norfolk.

Suit by one Van Dyke and another, on behalf of themselves and others, composing a syndicate, against the Norfolk Southern Railroad Company and others. From a decree sustaining demurrers to the bill, plaintiffs appeal. Affirmed.

R. T. Thorp, Tazewill Taylor and Thomas Lenning, for the appellants.

E. R. Baird, Jr., T. L. Chadbourne, Jr., and Frederick Hoff, for the appellees.

ROLLER v. MURRAY et al.

Nov. 16, 1911.

[72 S. E. 665.]

1. Contracts (§ 138*)—Unenforceable Contracts—Illegal Contracts—Rights of Parties.—Where money is paid or services are rendered under a contract void merely because not enforceable, an implied assumpsit lies for the money paid or the value of the services rendered; but where the contract is illegal, because contrary to positive law or against public policy, an action does not lie to recover the money paid on it, or the value of the services rendered under it.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 681-700; Dec. Dig. § 138.* 7 Va.-W. Va. Enc. Dig. 279; id. 292; 14 id. 207.]

2. Champerty and Maintenance (§ 4*)—Illegality of Champertous

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

Contracts.—A champertous agreement is unlawful and void; the common law as to champerty being in force.

[Ed. Note.—For other cases, see Champerty and Maintenance, Cent. Dig. §§ 4, 9, 11-19; Dec. Dig. § 4.* 2 Va.-W. Va. Enc. Dig. 774.]

3. Champerty and Maintenance (§ 5*)—Recovery for Services Rendered under Illegal Contract.—An attorney, rendering services pursuant to a champertous contract, whereby he undertook to carry on a litigation at his own risk and without costs to his client, for a part of the recovery, may not recover on quantum meruit the value of the services rendered; though they are in themselves legal.

[Ed. Note.—For other cases, see Champerty and Maintenance, Cent. Dig. §§ 24-51; Dec. Dig. § 5.* 2 Va.-W. Va. Enc. Dig. 774; 14 id. 207.]

Appeal from Circuit Court, Rockingham County.

Suit by John E. Roller against Mary H. Murray and others. There was a decree for defendants, and plaintiff appeals. Affirmed.

John E. Roller, for the appellant.

Conrad & Conrad and *Holmes Conrad*, for the appellee.

NORTH BRITISH, ETC., CO. *v.* ROBINETT & GREEN.

Nov. 16, 1911.

[72 S. E. 668.]

1. Insurance (§§ 567, 612*)—Adjustment of Loss—Stipulations—Validity—Condition Precedent to Action.—A stipulation in a fire policy for appraisal of a loss when required, as a condition precedent to an action on the policy, is valid, and when required is a condition precedent to an action for a loss.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 1420, 1421, 1520-1528; Dec. Dig. §§ 567, 612.* 6 Va.-W. Va. Enc. Dig. 106; id. 109.]

2. Insurance (§ 146*)—Contracts—Construction.—Though contracts of insurance are liberally construed in favor of insured, he must comply with the plain provisions of the policy.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 292, 294-298; Dec. Dig. § 146.* 7 Va.-W. Va. Enc. Dig. 784.]

3. Insurance (§ 567*)—Adjustment of Loss—Stipulations—Construction.—A fire policy, stipulating that insured shall have 60 days from the date of a fire to deliver proof of loss, and that the loss shall not become payable until 60 days after delivery of proof of loss, including an award by appraisers, where an appraisal is re-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.